

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM542906

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Warren Oil Company, LLC		09/27/2019	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	First Tennessee Bank, National Association, as Administrative Agent		
Street Address:	165 Madison Avenue		
City:	Memphis		
State/Country:	TENNESSEE		
Postal Code:	38103		
Entity Type:	National Banking Association: TENNESSEE		
PROPERTY NUMBERS Total: 35			
Property Type	Number	Word Mark	
Registration Number:	4461653	RECYCLED OIL CERTIFIED RETAIL RECOVER RE	
Registration Number:	4357496	MICROBE OIL SPILL CLEANER	
Registration Number:	4269167	IT'S ALL ABOUT QUALITY	
Registration Number:	3817411	SKYBLUE	
Registration Number:	3902131	LUBRIGOLD	
Registration Number:	4164879	LUBRIGOLD	
Registration Number:	3511428	WARREN WORLD CLASS LUBRICANTS	
Registration Number:	3588708	SOOTSLAYER	
Registration Number:	3569225	QUALITY SUPREME	
Registration Number:	3422633	FLEETALERT	
Registration Number:	3406108	DEXMERC	
Registration Number:	2719136	GENUINE	
Registration Number:	2688654	GOLDEN STATE	
Registration Number:	2947015		
Registration Number:	1933254	AUTOGUARD	
Registration Number:	1935613	ITASCA	
Registration Number:	1881800	EMPIRE	
Registration Number:	1759324	SAXON GOLD	
Registration Number:	1810328		
TRADEMARK			

CH \$890.00 4461653

Property Type	Number	Word Mark
Registration Number:	1986674	GOLD BAND
Registration Number:	1695658	WARREN
Registration Number:	2320728	"KITTY KITTY"
Registration Number:	1117972	WARREN
Serial Number:	88491675	C
Serial Number:	88126095	C
Serial Number:	88126103	COASTAL
Registration Number:	4865507	WARREN UNILUBE
Registration Number:	3822353	DUPLEX
Registration Number:	3825573	DUPLEX SINCE 1884
Registration Number:	2030319	COLD KING
Registration Number:	2020084	MULTITRAC
Registration Number:	1839205	DUPLEX
Registration Number:	1859358	CUI
Registration Number:	1802536	UNIPLEX
Registration Number:	5155083	DUPLEX SINCE 1884

CORRESPONDENCE DATA

Fax Number: 4048792927

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 404-879-2427

Email: trademarksrtp@wbd-us.com

Correspondent Name: Laura A. Kees

Address Line 1: 271 17th Street, NW, Suite 2400

Address Line 2: Womble Bond Dickinson (US) LLP

Address Line 4: Atlanta, GEORGIA 30363

NAME OF SUBMITTER: Laura A. Kees

SIGNATURE: / Laura A Kees/

DATE SIGNED: 09/27/2019

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 27th day of September, 2019, by and among the Grantor listed on the signature pages hereof (the "Grantor"), and **FIRST TENNESSEE BANK, NATIONAL ASSOCIATION**, a national banking association ("First Tennessee"), in its capacity as agent for the Lenders and the other Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of September 27, 2019 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Warren Oil Company, LLC (the "Borrower"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), Administrative Agent, and First Tennessee Bank, National Association and JPMorgan Chase Bank, N.A., as joint lead arrangers and co-book runners, the Lenders have agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders and the other Secured Parties are willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Security Documents, but only upon the condition, among others, that Grantor shall have executed and delivered to Administrative Agent, for the benefit of Lenders and the other Secured Parties, that certain Security Agreement, dated as of September 27, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Lenders and the other Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Grantor hereby unconditionally grants, assigns, and pledges to Administrative Agent, for the benefit each of the Lenders and each of the other Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Administrative Agent, the other Lenders, other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Lenders and the other Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

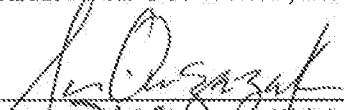
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 23 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

WARREN OIL COMPANY, LLC

By: 
Name: DANIEL CLINE
Title: MANAGER

ADMINISTRATIVE AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

FIRST TENNESSEE BANK, NATIONAL ASSOCIATION, as Administrative Agent

By: _____
Name:
Title:

[Signature page to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:


WARREN OIL COMPANY, LLC

By: _____
Name:
Title:

ADMINISTRATIVE AGENT:

ACCEPTED AND ACKNOWLEDGED BY:



FIRST TENNESSEE BANK, NATIONAL ASSOCIATION, as Administrative Agent


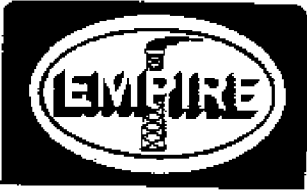

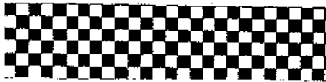
By: 
Name: Todd Warrick
Title: S.V.P.





[Signature page to Trademark Security Agreement]

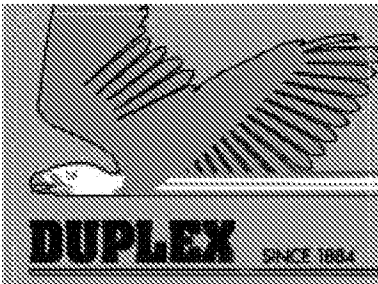
SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT


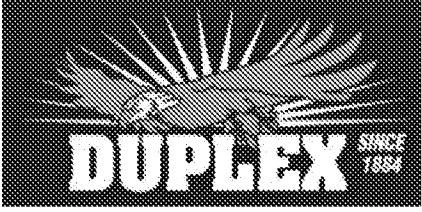
Trademark Registrations/Applications

<u>Mark/Title</u>	<u>Country</u>	<u>Type</u>	<u>App. No.</u>	<u>Reg. (Pub.) No.</u>	<u>Reg. (Pub.) Date</u>
RECYCLED OIL CERTIFIED RETAIL RECOVER REREFINE REBLEND REREFINING EVOLUTION & Design 	US	Trademark	85/921,123	4,461,653	01/07/2014
MICROBE OIL SPILL CLEANER	US	Trademark	85/756,150	4,357,496	06/25/2013
IT'S ALL ABOUT QUALITY	US	Trademark	85/412,940	4,269,167	01/01/2013
SKYBLUE	US	Trademark	77/877,149	3,817,411	07/13/2010
LUBRIGOLD	US	Trademark	77/980,902	3,902,131	01/04/2011
LUBRIGOLD	US	Trademark	77/723,674	4,164,879	06/26/2012
WARREN WORLD CLASS LUBRICANTS & Design 	US	Trademark	77/388,589	3,511,428	10/07/2008
SOOTSLAYER	US	Trademark	77/424,950	3,588,708	03/10/2009
QUALITY SUPREME	US	Trademark	77/394,089	3,569,225	02/03/2009
FLEETALERT	US	Trademark	77/271,697	3,422,633	05/06/2008

<u>Mark/Title</u>	<u>Country</u>	<u>Type</u>	<u>App. No.</u>	<u>Reg. (Pub.) No.</u>	<u>Reg. (Pub.) Date</u>
DEXMERC	US	Trademark	77/049,384	3,406,108	04/01/2008
GENUINE	US	Trademark	76/430,407	2,719,136	05/27/2003
GOLDEN STATE	US	Trademark	76/416,035	2,688,654	02/18/2003
Miscellaneous Design 	US	Trademark	75/322,697	2,947,015	05/10/2005
AUTOGUARD	US	Trademark	74/612,667	1,933,254	11/07/1995
ITASCA	US	Trademark	74/612,666	1,935,613	11/14/1995
EMPIRE & Design 	US	Trademark	74/480,700	1,881,800	03/07/1995
SAXON GOLD & Design 	US	Trademark	74/262,952	1,759,324	03/23/1993
Miscellaneous Design 	US	Trademark	74/201,068	1,810,328	12/14/1993
GOLD BAND	US	Trademark	74/612,669	1,986,674	07/16/1996

<u>Mark/Title</u>	<u>Country</u>	<u>Type</u>	<u>App. No.</u>	<u>Reg. (Pub.) No.</u>	<u>Reg. (Pub.) Date</u>
WARREN (Stylized) 	US	Trademark	74/141,694	1,695,658	06/23/1992
KITTY KITTY	US	Trademark	75/550,832	2,320,728	02/22/2000
WARREN & Design 	US	Trademark	73/096,117	1,117,972	05/15/1979
C 	US	Trademark	88/491,675		
C 	US	Trademark	88/126,095		
COASTAL	US	Trademark	88/126,103		
GOLDEN STATE	STATE (PR)	Trademark		206705	09/04/2014
GOLDEN SUPREME	STATE (PR)	Trademark		206915	09/04/2014
QUALITY SUPREME	STATE (PR)	Trademark		205999	09/04/2014
Quality Supreme	Bolivia	Trademark	650-2007	112207	12/31/2007

<u>Mark/Title</u>	<u>Country</u>	<u>Type</u>	<u>App. No.</u>	<u>Reg. (Pub.) No.</u>	<u>Reg. (Pub.) Date</u>
wo lun jia 沃伦佳	China	Trademark	16620743	16620743	05/21/2016
wo lun jia 沃仑佳	China	Trademark	16620797	16620797	05/21/2016
WARRGUARD	China	Trademark	16620845	16620845	05/21/2016
WARREN	China	Trademark	1508224	1508224	01/21/2001
WARREN	China	Trademark	1340063	1340063	12/07/1999
WOLUN 沃伦	China	Trademark	1508223	1508223	01/21/2001
WARREN UNILUBE	US	Trademark	86/421,648	4,865,507	12/08/2015
DUPLEX	US	Trademark	77/348,308	3,822,353	07/20/2010
DUPLEX SINCE 1884 & Design 	US	Trademark	77/348,597	3,825,573	07/27/2010
COLD KING Note: Renewal filing period ends on 01/14/17.	US	Trademark	75/066,836	2,030,319	01/14/1997
MULTITRAC	US	Trademark	74/091,457	2,020,084	12/03/1996
DUPLEX	US	Trademark	74/422,161	1,839,205	06/14/1994

<u>Mark/Title</u>	<u>Country</u>	<u>Type</u>	<u>App. No.</u>	<u>Reg. (Pub.) No.</u>	<u>Reg. (Pub.) Date</u>
CUI & Design 	US	Trademark	74/364,133	1,859,358	10/25/1994
UNIPLEX	US	Trademark	74/322,782	1,802,536	11/02/1993
DUPLEX SINCE 1884 & New Eagle Design 	US	Trademark	87/099,161	5,155,083	03/07/2017